



STATE OF DELAWARE  
Delaware Department of Education  
Academic Support Team

August 1, 2019

ISSUED BY: Kim Klein  
Director, Finance Office  
302-735-4041

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. RFP 2019-14**  
**Science Kits & Refurbishment Materials and Services**

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TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION

1. CONTRACT PERIOD .....	2
2. VENDOR .....	2
3. PRICING .....	2
ADDITIONAL TERMS AND CONDITIONS.....	2

## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid from January 1, 2020 and ending on June 30, 2021. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Delaware Department of Education. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 2. VENDOR

[\(Return to Table of Contents\)](#)

Vendor Name	Address	Primary Contact Name	Phone	Email	FSF Number
Carolina Biological Supply Co.	2700 York Road, Burlington, NC 27215	Paula Tripp	336-538-6385	<a href="mailto:paula.tripp@carolina.com">paula.tripp@carolina.com</a>	0000031923
School Specialty dba Delta Education	80 Northwest Blvd, Nashua, NH 03063	Chika Onyeani	856-629-6238	<a href="mailto:chika.onyeaniii@schoolspecialty.com">chika.onyeaniii@schoolspecialty.com</a>	0000022878
VWR Int'l dba Ward's Science	5100 W. Henrietta Rd, West Henrietta, NY 14586	Michael Forney	800-962-2660	<a href="mailto:wardscs@vwr.com">wardscs@vwr.com</a>	0000004060

### 3. PRICING

[\(Return to Table of Contents\)](#)

Prices quoted within each vendor proposal will remain firm for the term of the contract year.

## ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

### 4. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### 5. PAYMENT

The Department of Education will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### 6. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOE RFP 2019-14 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **7. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s).

## **8. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **9. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **10. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **11. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the

Award Notice

Contract No. DOE RFP 2019-14

contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.